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Interexchange Telecommunications Services

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This

South Carolina P.S.C. Tariff No. 3

Contains the Regulations and Rates Governing the Provision of

Interexchange Telecommunications Services

In The State of South Carolina

As Provided By

CenturyTel Broadband Services, LLC d/b/a Lumen Technologies Group,

Whether Offered Under That Name or the Trade or Brand Name

CenturyLink or Lumen

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## 1. Application and Reference

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## 1. Application and Reference

## A. Application of Tariff

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by CenturyTel Broadband Services, LLC, hereinafter referred to as "the Company", with principal offices at 100 CenturyLink Dr., Monroe, LA 71203.

This Tariff applies for services furnished within the State of South Carolina. The regulated and tariffed services offered herein by CenturyTel Broadband Services, LLC, whether under that name, or the trade or brand name CenturyLink or Lumen, are subject to the terms and conditions of this Tariff. This Tariff is on file with the South Carolina Public Service Commission.

## B. Explanation of Change Symbols

The following symbols are used for the purposes indicated below:

<u>Symbol</u>	<u>Explanation</u>
(C)	To signify changed regulation, term or condition
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(S)	To signify reissued matter
(T)	To signify a change in text but no change in rate, regulation, term or condition
(Z)	To signify a correction

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## 1. Application and Reference

## C. Trademarks, Service Marks and Trade Names

The following list of trade names, trademarks and/or service marks which may be used for services offered in this Tariff are owned by Lumen Technologies, Inc. or a subsidiary of Lumen Technologies, Inc. and are used by the Company with express permission. Trademark and service mark designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks are applicable.

Trade names, trademarks and service marks that are owned by Lumen Technologies, Inc. or a subsidiary of Lumen Technologies, Inc. cannot be used by another party without authorization.

Service Mark/Trademark:

CenturyLink®

Lumen®

Lumen Technologies®

Trade Name:

CenturyLink

Lumen

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## 2. General Rules and Regulations

## A. Definition of Terms

Access - Access to the Company's services is provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Arrangement - Any equipment or access facility necessary to connect the customer's voice/data/video equipment to a Company point-of-presence for transmission purposes.

Access Channel - Access Channel is the ingress channel into the data network.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Access Service Request (ASR) - Access Service Request is an order to provide the customer with Data Services or to provide changes to existing Data Services.

Accounting Code - A code consisting of two or more digits which is available to customers for identifying individual users and thereby allocate the cost of long distance service.

Affiliate - Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Analog Transmission - Information transmitted in the form of continuously varying signal current and/or voltage.

ANI - A calling telephone number identification which is forwarded to an interexchange carrier by a LEC as a call is placed.

Annual Period - Refers to the twelve-month period commencing on the first day of the term and on each successive anniversary thereof.

Annual Revenue - Refers to the aggregate amount charged by the Company in an Annual Period, prior to application of any discounts.

Application for Service - A standard order form which includes all pertinent billing, technical, administrative, and other descriptive information which will enable the Company to provide telecommunications service to a customer.

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## 2. General Rules and Regulations

## A. Definition of Terms (Cont'd)

Authorization Code - A numerical code, one or more of which may be assigned to a customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - An individual, firm, corporation, or other entity authorized by the customer to utilize communications services provided by the Company.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Bulk Rounding - The Company uses "Bulk Standard Rounding" to convert from the fourth decimal place to full cents. Bulk Standard Rounding rounds:

- up the amount billed for a call to the second decimal place, if the third and fourth decimal places of a call charge are equal to, or exceed, \$0.0050, and
- down the amount billed for a call to the second decimal place, if the third and fourth decimal places of a call charge are less than \$0.0050.

The difference between the billed charge and the actual call charge, negative or positive, is applied to the next call, and such call's actual charges plus such difference are Bulk Standard Rounded in the same manner to determine the billed charge for such call. The Company repeats this process for all calls.

B8ZS (Bipolar with 8-Zero Substitution) - A line coding technique which permits DS-0 and DS-1 transmission with more than 15 consecutive zeros. B8ZS supports 64 Kbps clear channel transmission.

Bandwidth - The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Bit - An abbreviation of binary digit which is the smallest unit of information in a binary notation system.

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

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## 2. General Rules and Regulations

## A. Definition of Terms (Cont'd)

Called Station - Denotes the terminating point of a long distance telephone call (i.e., the called telephone number).

Calling Station - Denotes the point from which a call is placed (also referred to as the originating location).

Carrier - Any provider of intrastate interexchange telecommunications services.

Carrier Recognized Holidays - The following days are recognized as holidays for billing purposes: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, except as may be otherwise defined herein for a particular service.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

CIC - Carrier Identification Code

Commission - Refers to the South Carolina Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - CenturyTel Broadband Services, LLC, unless otherwise clearly indicated by the context.

Contributory Services - Those services that contribute towards the overall commitment but are not discountable according to the master discount schedule. by contributing towards the overall commitment level, these services will increase the discount level that is applied to the Discount Eligible category of services under the contract. These services will continue to receive discounts as designated in individual service contracts. Contribution levels will be based on Monthly Recurring Charges (MRCs) for these services.

Credit Application - A standard form which is used by the Company to assess a customer's credit worthiness prior to the Company's arranging the installation of any facilities or the provision of any services to a customer.

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## 2. General Rules and Regulations

## A. Definition of Terms (Cont'd)

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this Tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the customer and/or Authorized User other than those provided by the Company.

DS-0 - Digital Service, Level 0. Measured at 64,000 bps, it is the worldwide standard for digitizing one voice conversation using pulse code modulation (PCM).

DS-1 - Digital Service, Level 1. Consists of 24 DS0 channels and has a capacity of 1.544 Mbps. Also called T-1.

DS-3 - Digital Service, Level 3. Equivalent of 28 DS1 channels and operation at 44.736 Mbps. Also called T-3.

Data - The representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

Data Speed - The line speed which is commonly measured in bits per second (bps).

Dedicated Access Arrangement - An arrangement whereby the facilities used between the customer's premises and the Carrier point of presence are directly linked. Such arrangements may involve interconnection facilities provided by the customer, another carrier, or a local access provider.

Digital Service (DS) - Hierarchy of digital signal speeds used to classify capacity of lines and trunks.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Discount Eligible Services - Discount Eligible Services contribute toward the overall commitment level. Discount eligible products that bill on the same billing system can aggregate towards predetermined discount levels, meaning the more spent on this common group of products, the higher the customer's discount will be. Contribution levels will be based on monthly recurring charges (MRCs), counted towards the contract commitment levels and receive term and volume discounts where applicable.



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## 2. General Rules and Regulations

## A. Definition of Terms (Cont'd)

Entrance Site - A location of the Company's transmission facilities from which services can be provided for a customer to any other entrance site or point of presence.

Equal Access - A form of dialed access provided by local exchange companies whereby telephone calls dialed by the customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Company services.

FCC - Federal Communications Commission

Individual Case Basis (ICB) - Individual Case Basis (ICB) determinations involve situations where nonstandard service arrangements are required to satisfy specialized customer needs. The nature of such service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of the customer and authorized representative(s) of the Company.

Intercity Circuit - Denotes a circuit, created by the Company by means of multiplex equipment, between the Company's switches which are shared by the customers. Shared intercity circuits will consist of identifiable and discrete circuits between a given city-pair.

Intercity Mileage - The mileage, measured as the shortest distance between any two of the Company's Points of Presence using the Serving Wire Centers "V" & "H" coordinates noted in NECA Tariff F.C.C. No. 4 associated with said Company's Points of Presence.

Interexchange Carrier (IXC) - Communication companies that interconnect local systems with each other. IXCs are also known as long distance carriers.

Interconnection Facilities - Circuits and/or dedicated access arrangements provided by the customer or a third party supplier to interconnect the customer with the Company's service. The customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

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## 2. General Rules and Regulations

## A. Definition of Terms (Cont'd)

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this Tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the customer.

Entrance Facility - The physical circuit arrangement which connects an entrance site to a Company point of presence.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of South Carolina.

Kilo Bits Per Second (Kbps) - The number of one-thousand bits transmitted in a one second interval.

Local Access Facility - The channel provided by the local telephone company (or other local service provider) to connect the Point of Presence to a customer location.

Local Access Transport Area (LATA) - Geographical area designated by the Federal Communication Commission for the provision and administration of telephone service to individual customers.

Location - A physical premises to or from which the Company provides service.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to customers within a defined area.

Long Distance - A term that describes a call or circuit that connects two relatively distant parties or systems. A long distance call terminates outside the central office exchange (COE) area, i.e., the serving area of a central office (CO), and outside the municipality.

Message Telecommunications Service (MTS) - A feature of the public switched telephone network (PSTN) that allows a subscriber to dial a long distance telephone number directly, i.e., without the intervention of an operator.

Measured Charge - A charge assessed on a per-minute or incremental basis in calculating a portion of the charges due for a completed call.

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## 2. General Rules and Regulations

## A. Definition of Terms (Cont'd)

Mega Bits Per Second (Mbps) - The number of one-million bits transmitted in a one second interval.

Minimum Service Period - The minimum period of time during which customer is obligated to pay for services provided by the Company.

Monthly Recurring Charge - The charge payable each month by the customer to the Company for services provided on a continuous basis to the customer.

Monthly Revenue - Refers to the aggregate amount, prior to the application of any discounts, charged by the Company in a monthly period.

NPA - Numbering Plan Area (NPA) is a geographic boundary (area code) within which no two telephones have the same seven-digit number. The area code is represented by the first three digits of a ten-digit telephone number.

NXX - The second three digits of a ten-digit telephone number, representing the central office or exchange from which a call originates.

Nonrecurring Charge - A one-time charge payable by the customer to the Company for installation or temporary use of service facilities.

Normal Work Hours - The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding Company-observed holidays.

OC-3 - A 1.544 Mbps digital transmission system equivalent to 2,016 voice frequency circuits/channels or 84 T-1 facilities.

OC-12 - A 1.544 Mbps digital transmission system equivalent to 8,064 voice frequency circuits/channels or 336 T-1 facilities.

Off-Peak Hours - All hours except Monday through Friday from 8:00 AM to, but not including, 5:00 PM and during all hours on Carrier Recognized Holidays.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Peak Hours - Monday through Friday from 8:00 AM to, but not including, 5:00 PM.

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## 2. General Rules and Regulations

## A. Definition of Terms (Cont'd)

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or customers for access to the Company network configuration.

Premises - The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscription - A service arrangement whereby the customer authorizes the local telephone company to route all interLATA calls to the Company.

Primary Interexchange Carrier - The long distance service provider to which a subscriber is presubscribed for 1+ long distance service. The chosen carrier's network is accessed by dialing 1+ the area code and telephone number.

Private Line Service - The Intercity Channel(s) and Point of Presence connection(s), station connections and channel option(s) furnished under this Tariff to a customer as a unit uninterrupted by any switching function(s).

Qualified Residential - Business customer's employees, listed in the product section herein as qualified residential, may subscribe to the business customer's service for satellite locations (e.g., from home). The satellite locations will receive the customer's applicable underlying business rates as defined in this Tariff. The usage of the business customer's employees' services will be invoiced to the business customer and the business customer will be financially responsible for payment of such employee's usage.

Rate Center - The term "Rate Center" denotes a geographically specified point used to determine mileage dependent rates.

Regular Billing - The term "Regular Billing" denotes a standard billing invoice sent in the normal billing cycle. This billing consists of one (1) invoice for each account assigned to the customer, or in the case of Data Services, one (1) invoice for each customer together with explanatory detail showing the derivation of the charges.

Regular Voice Grade Facility - A communications channel with a bandwidth of approximately 2,700 Hertz (300 to 3,000 Hertz).

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## 2. General Rules and Regulations

## A. Definition of Terms (Cont'd)

Switched Data Services (SDS) - Switched Data Services (SDS) is the term used to describe dial-up data and video communications messages that are transmitted over the public switched network. Access to SDS is available using either the domestic and internationally defined and accepted protocol standard for Integrated Services Digital Network (ISDN) or the Switched 56 protocol standard.

Service - Intrastate telecommunications service provided to a customer or Authorized User by the Company.

Subscriber - See customer.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

T-1 - A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

T-3 - A 44.736 Mbps digital transmission system equivalent to 672 voice frequency circuits/channels or 28 T-1 facilities.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Telecommunications Device for the Deaf (TDD) - A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired users to communicate with each other and with non-hearing impaired individuals.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the premises of the customer.

U.S. Mainland - The forty-eight (48) states within the continental United States of America and the District of Columbia.

United States - For purposes of the Company's Rates and Services Schedules the term "United States" includes the U.S. Mainland, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and the Commonwealth of the Northern Mariana Islands (CNMI).

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 1. Undertaking of the Company

- a. The furnishing of the communications services under the terms of this Tariff will be provided by the Company alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of interexchange telephone calls.
- b. Service consists of the furnishing of transmission capabilities to customers, authorized users, and joint users for the placement and/or receipt of long distance calls between the locations specified herein. Such services are offered subject to the availability of the necessary facilities and equipment to provide the service.
- c. The Company, when acting at the customer's request and as its authorized agent, will make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.

## 2. Limitations of Service

- a. Service is offered subject to the availability of facilities and the provisions of this Tariff.
- b. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a customer's having call volume or calling patterns that results, or may result, in network blockage or other service degradation which adversely affects service or other customers of the Company.
- c. Service may be discontinued without notice to a customer by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain access codes or authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services. Service will be restored as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.
- d. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- e. A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the customer without the prior written consent and approval of the Company.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 2. Limitations of Service (Cont'd)

- f. The customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others, or that is not consistent with any applicable law or regulation.
- g. The provision of service will not create a partnership or joint venture between the Company and the customer nor result in joint service offerings to their respective authorized users.
- h. Neither the Services provided pursuant to this Tariff, nor the customer's obligations hereunder, may be assigned or otherwise transferred without the prior written consent of the Company.

## 3. Application for Service

- a. Customers may order Services under this Tariff by contacting an authorized Company representative and executing the Company's Application for Service and, at the Company's sole discretion, a Credit Application. The name(s) of the customer(s) desiring to subscribe to service, the service(s) to be provided, the targeted Service Date, and the location(s) of such services must be stipulated in the Application for Service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established, may be subject to the provisions as described elsewhere in this Tariff.
- b. The Company may also require a signed authorization from the Subscriber for additions to or changes in existing service for such a Subscriber.
- c. An application for service cancelled by the Subscriber or the Company prior to the establishment of the service applied for is subject to the Cancellation for Cause or Disconnection of Service (Customer Cancellation of Service) provisions as described elsewhere in this Tariff.
- d. Additional terms and conditions associated with application for service, if applicable, are specified elsewhere in this Tariff for the particular services affected.

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## 2. General Rules and Regulations

## B. Rules and Regulations (Cont'd)

## 4. Ownership of Facilities

- a. Title to all facilities provided by the Company in accordance with these regulations remains with the Company.
- b. All facilities provided under this Tariff are directly or indirectly controlled by the Company. The customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

## 5. Use of Service

- a. Service is provided on a monthly basis, twenty-four (24) hours per day as described herein. for the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- b. The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services.
- c. Service furnished by the Company may be used for one or more of the following:
  - for the transmission of communications by the customer;
  - for the transmission of communications by an authorized user as defined herein; or
  - for the transmission of communications to or from a customer of another common carrier, which has subscribed to the Company's communications services.
- d. The customer shall not use nor permit others to use the Service in a manner that could impede or interfere with the Services provided to others, that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulations.
- e. No person, firm, corporation, agency, customer, authorized user or other entity shall resell nor permit others to resell Carrier's Services without the prior written consent of the Company.



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## 2. General Rules and Regulations

## B. Rules and Regulations (Cont'd)

## 6. Minimum Service Period

Except as otherwise provided in this Tariff, service is provided and billed on the basis a one (1) month, beginning on the Service Date and continuing until the expiration of the Minimum Service Period or until service is otherwise canceled. Customer shall accept and pay for each Service for the Minimum Service Period. Upon expiration of the Minimum Service Period, Services shall be automatically extended on a month-to-month basis until Service is terminated in writing by the customer on not less than thirty (30) day's written notice to the Company.

## 7. Responsibilities of Authorized Users

- a. Customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body. All customers are responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with the Company facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- b. The Authorized User is responsible for compliance with the applicable regulations set forth in this Tariff as well as all rules and regulations of the state utility commission and the FCC.
- c. The customer agrees to operate company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the customer to be responsible for damages to equipment pursuant to this Tariff.
- d. Customer agrees to return all company-provided equipment to the Company within five (5) days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to customer's failure to comply with this provision.
- e. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the Company's equipment. The customer shall be responsible for making any necessary arrangements for the Company's entrance to the customer's premises.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 7. Responsibilities of Authorized Users (Cont'd)

- f. In the event the Company files suit or retains an attorney to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.

## 8. Limitation of Liability

- a. The Company shall not be liable to customer or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, as determined by the Company.
- b. The Company is not liable for any act or omission of the customer, authorized user, or any other company or companies furnishing a portion of the service. In no event shall the Company or any of its Affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.
- c. The Company and any of its Affiliates shall be indemnified and held harmless by customers against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by the Company.
- d. The Company and any of its Affiliates shall not be liable for any defacement of or damages to the premises of a customer or authorized user resulting from the furnishing of service which is not the direct result of the Company's negligence.
- e. The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof when such defacement or damage is not the direct result of the Company's negligence.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 8. Limitation of Liability (Cont'd)

- f. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- g. In no event shall the Company or any of its Affiliates be liable to customer, its customers or any of their affiliates under this Tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this Tariff, even if customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- h. Except for physical damage to customer's transmission facilities or customer premises equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or customer premises equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.
- i. Customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements, sustained by the Company in any action commenced by any third party and arising in connection with the customer's performance of its obligations and duties under this Tariff; and the customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or Services to customer under this Tariff.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 8. Limitation of Liability (Cont'd)

- j. The Company's liability for damages arising out of any additions, omissions, interruptions, delays, mistakes, errors, or defects in the transmission occurring in the course of furnishing the service or facilities shall in no event exceed an amount that is equivalent to the proportionate charge for the period of service during which the fault in transmission occurs.
- k. In no event shall the Company or any of its Affiliates be liable to customer, its customers or any of their affiliates under this Tariff for damages to customer's supplier's Interconnection Facilities resulting from the furnishing of Services, including the installation and removal of equipment and associated wiring.
- l. In no event shall the Company or any of its Affiliates be liable to customer, its customers or any of their Affiliates under this Tariff for any act or omission of any other entity furnishing a portion of the Service, facilities or equipment associated with the Service or for damages caused by services, facilities or equipment furnished by such entity.
- m. The Company shall be entitled to take, and shall have no liability whatsoever for, any action as deemed necessary or appropriate by the Company to bring the Services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency, and customer shall cooperate fully with Company and take all actions as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.
- n. Unauthorized Access and Hacking

Except for physical damage to customer's transmission facilities or customer premises equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or customer premises equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.
- o. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 9. Billing and Payment for Service

- a. The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect. The company's name and a toll-free number for complaints and inquiries appear on all bills.
- b. The customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the customer's service point.
  - (1) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
  - (2) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the customer shall be charged to and payable by the customer in addition to the rates indicated in this Tariff.
  - (3) The customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
  - (4) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
  - (5) A delinquent account may subject the customer's service to temporary disconnection. The Company is responsible for notifying the customer at least five calendar days before service is disconnected.
  - (6) Failure to receive a bill will not exempt a customer from prompt payment of any sum or sums due the Company.
  - (7) In the event that the Company incurs fees or expenses in collecting, or attempting to collect any charges owed the Company, or to otherwise enforce the provisions in this Tariff, the customer will be liable to the Company for the payment of all such fees and expenses. Such fees and expenses may include, but are not limited to, attorney's fees, court and other costs, costs of investigation, and any other related expenses in connection therewith.
  - (8) The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 9. Billing and Payments for Service

## b. The customer is responsible for...: (Cont'd)

- (9) In the event the customer is overbilled, an adjustment will be made to the customer's account and the customer will be deemed to not owe overbilled amount. If the customer is under-billed, the customer is allowed to either pay in lump sum or in installments.
- c. The customer is responsible for payment of all charges for services furnished to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.
- d. For billing of fixed charges, or monthly recurring charges, service is considered to be established upon the day in which the Company notifies the Subscriber of installation and testing of the Subscriber's service. Unless otherwise specified elsewhere in this Tariff, monthly recurring charges will be billed in advance and are due upon receipt. The rate charged to a Subscriber will be the rate in effect on the last day of the Subscriber's billing cycle. After the minimum service period, the full monthly recurring charge applicable for any service provided under this Tariff will apply for each month, or partial month, per account. Except as may be otherwise specified in this Tariff, there will be no pro-ration of this charge for a partial month's service when a customer cancels service.
- e. For billing of minute of use rates, customers will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. Unless specified otherwise for a particular service, all calls for which a minute of use rate applies will be billed in one-minute increments. Fractional minutes are rounded up to the next minute. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the whole cent (e.g., \$1.244 is rounded up to \$1.25).
- f. Usage charges are billed after each usage cycle. in the event that Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of customer's usage of Services in the period in question for billing purposes.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 9. Billing and Payments for Service

## b. The customer is responsible for...: (Cont'd)

- g. Nonrecurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service those costs will also be charged to the customer.
- h. If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the Service, the customer shall pay all such charges, either directly to the local access provider or to the Company. The Company, at its sole discretion, reserves the right to reimburse or waive such charges.
- i. All stated charges in this Tariff are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc. shall be paid by the customer in addition to the rates and charges set forth herein.
- j. Where billing functions are performed by local exchange telephone companies, credit card companies or others on behalf of the Company, and the payment conditions and regulations of such companies apply, including any applicable interest, late payment charges and/or return check charges. in case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.
- k. Payment of bills for service may be made by any means mutually acceptable to the customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A charge equivalent to the applicable state return check charge may be applied whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's returned payment charge applies.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 9. Billing and Payments for Service

## b. The customer is responsible for...: (Cont'd)

- l. If a check, draft, or other payment instrument remitted by a customer or authorized user is dishonored more than once during a twelve (12) month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.
- m. When payment for services is made by check or draft and is returned to the Company for any reason, including but not limited to insufficient funds, a charge of Thirty-five and No/100 Dollars (\$35.00) (unless a lower fee has been prescribed by law in which event a charge equal to such lower fee) may be made by the Company for each item returned by the banking institution on which it is written.
- n. Billing will be payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. Interest at the rate of up to one and one-half percent (1.5%) per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may accrue upon any unpaid amount commencing five (5) days after the date the payment is past due. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's late payment charge applies to all past due amounts, if applicable.
- o. Any objections to billed charges must be promptly reported to the Company. If notice of a dispute of charges is not received by the Company in writing within thirty (30) days after an invoice is rendered, such invoice may be deemed to be correct and binding. Adjustments to invoices shall be made to the extent that circumstances exist which reasonably indicates that such charges are inappropriate. In the event that the customer is dissatisfied with the resolution of the dispute, the customer may appeal to the South Carolina Public Service Commission for final resolution.
- p. In the event that a customer's account becomes delinquent, the Company may require the prepayment of additional months of actual or estimated recurring and/or non-recurring charges for the Services ordered as a condition of the continued provision of all such Services. The Company also reserves the right to eliminate or otherwise modify any discounts applicable to any Service being supplied to the customer under such circumstances.



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## 2. General Rules and Regulations

## B. Rules and Regulations

## 9. Billing and Payment for Service (Cont'd)

- q. Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Company may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Subscriber may be required to make a deposit or increase a deposit presently held. A deposit is not to exceed the estimated charges for two (2) months' service plus installation. A deposit will be returned:
- When an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned; or
  - At the end of six (6) months of satisfactory credit history; or
  - Upon the discontinuance of service, the Company will refund the Subscriber's deposit or the balance in excess of unpaid bills for the service.

The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.

The Company will pay interest on deposits pursuant to the rules and regulations of the State of South Carolina.

- r. The following charge applies where billing capabilities exist. In the event a customer requests a reprint of a monthly bill that is greater than six months old, a duplicate bill charge may apply. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's duplicate bill policy applies.
- Per account, Reprint on paper, per bill      \$10.00
- s. Where billing capability exists The Company's residential voice services and applicable taxes and fees will not be prorated if the customer cancels these services on any day other than the last day of the customer's billing cycle. These services will continue to be available to the customer until the end of their billing cycle and the customer will not receive a refund (pro-rated credits) for any days remaining in your billing cycle after they cancel their voice services.

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## 2. General Rules and Regulations

## B. Rules and Regulations (Cont'd)

## 10. Taxes, Fees and Charges

- a. All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this Tariff but shall be listed as separate line items on the customer's bill.
- b. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- c. The Company may adjust its rates and charges or impose additional rates and charges on its customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

## 11. Customer Notification

Except as otherwise provided herein, or as specified in writing by the party entitled to receive Service, notices from the Company may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

## 12. Right to Back-bill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by customer.

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## 2. General Rules and Regulations

## B. Rules and Regulations (Cont'd)

## 13. Cancellation of Service by Customer

- a. Customers may cancel service verbally or in writing at any time provided that the customer has fulfilled all Minimum Service Period obligations. The Company shall hold the customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the customer executes a term commitment agreement with the Company, the customer must cancel service and terminate the agreement in accordance with the agreement terms.
- b. The Company will have up to thirty (30) days to complete the disconnect. The customer will be responsible for all charges for thirty (30) days or until the disconnect is effected, whichever is sooner. This thirty (30) day period will begin on the day of receipt of notice from the customer.

## 14. Cancellation for Cause by the Company

- a. The Company may immediately discontinue the furnishing of service(s) to a customer, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this Tariff or any applicable laws, rules or regulations.
- b. The Company may immediately discontinue the furnishing of service(s) to a customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.
- c. The Company may immediately discontinue the furnishing of service(s) to a customer, without incurring any liability, if the customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this Tariff or by using tricks, schemes, false or invalid accounts numbers, false credit devices, electronic devices, or any other fraudulent means or devices.
- d. The Company may immediately discontinue the furnishing of service(s) to a customer if an order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service
- e. The Company may immediately discontinue the furnishing of service(s) to a customer if the customer places repeated harassing phone calls to the Company including calls in which the caller uses abusive language.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 14. Cancellation for Cause by the Company (Cont'd)

- f. The Company may discontinue the furnishing of service(s) to a Customer, upon five (5) days' notice if the Customer fails to perform or observe any regulation or obligation set forth under this tariff and any such failure remains un-remedied for fifteen (15) days after receipt of a notice from the Company informing the Customer of such failure.
- g. The Company may discontinue the furnishing of service(s) to a customer, upon five (5) days' notice if the customer 1) refuses to furnish information regarding the customer's credit-worthiness, its past or current use of common carrier services, or its planned use of service(s); or 2) provides false information pertaining to its credit-worthiness, its past or current use of common carrier services, or its planned use of service(s).
- h. The Company may discontinue the furnishing of service(s) to a customer upon five (5) days' notice, without incurring any liability, if a voluntary or involuntary proceeding is commenced by or against customer in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law; or customer makes an assignment for the benefit of creditors which is not dismissed within 60 calendar days of filing; or customer generally does not pay its debts as they become due or is not able to pay its debts as they become due.
- i. Discontinuance of Service(s) by the Company pursuant to this Section shall not relieve the customer of any Minimum Service Period obligations or any other obligation to pay the Company for charges due and owing for facilities and/or service(s) furnished up to the time of discontinuance.

## 15. Inspection, Testing and Adjustments

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 16. Interruption of Service

- a. After an interruption or outage of service of more than 24 hours, the Company shall refund a portion of the monthly charge for the number of days without service.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- d. If the customer elects to use the services of another carrier after any of the above interruptions, or during a period when the customer is unable to place a call using the Company's service(s), the customer shall pay the charges for the alternative service used.
- e. Allowances for Interruptions shall be included in a subsequent monthly invoice. The amount of the credit allowance shall be determined by the Company and shall in no event not exceed an amount equivalent to the proportionate charge for the period during which the service is interrupted. in no event shall usage charges be eligible for Allowances for Interruptions.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 16. Interruption of Service (Cont'd)

- f. The allowance described preceding is not applicable and no credit allowance will be made for:
- interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
  - interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
  - interruptions due to the failure or malfunction of non-Company equipment;
  - interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
  - interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
  - interruption of service due to circumstances or causes beyond the control of Company.

## 17. Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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## 2. General Rules and Regulations

## B. Rules and Regulations (Cont'd)

## 18. Interconnection With Other Carriers

- a. Service furnished by the Company may be connected with services or facilities of another participating carrier, authorized user, or joint user. Such interconnection may be made at a Company terminal or entrance facility, at a terminal of another carrier, or at the premises of a customer or an authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- b. The customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the customer.
- c. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the customer's expense. Upon written request and acting as his authorized agent, the Company will use its best efforts to make the necessary arrangements for such interconnection.
- d. Service furnished by the Company may be interconnected with the facilities or services of another carrier under the terms and conditions of tariffs applicable to such connections. Service may not be arranged for resale by any customer, user, or other entity without the prior written consent of the Company.
- e. The Company may order interconnection facilities and/or initiate the presubscription process on behalf of a customer if the customer furnishes the Company with a letter of agency. The customer's use of such interconnection facilities shall conform to the regulations, terms, and conditions under which the carrier provides such access. The customer shall bear the ultimate responsibility for all aspects of the local interconnection facility including, but not limited to, ordering, testing, installation, maintenance, use, and payment of such facilities.

## 19. Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the customer. The customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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## 2. General Rules and Regulations

## B. Rules and Regulations (Cont'd)

## 20. Change in Service Arrangement

When a change in service arrangement involves the use of facilities or services furnished by the Company, installation charges do not apply to the facilities or services continued in use. The Minimum Service Period for the facilities or services continued in use is determined by the date of the initial acceptance thereof.

## 21. Restoration of Service

The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

## 22. Legislative, Regulatory or Judicial Activity

In the event any regulatory agency, legislative body or court of competent jurisdiction declare regulations, or modifies existing ones including, without limitation, regulations (Regulatory Activity) regarding payphone compensation, access charges, and/or universal service, The Company reserves the right, at any time, to pass through to the customer all or any portion of any charges or surcharges related directly or indirectly to such Regulatory Activity.

## 23. Special Arrangements

- a. The rates and charges quoted in this Tariff contemplate the use of standard arrangements, that is, the arrangement normally used by the Company to provide the type of service involved.
- b. For special service arrangements to be provided by this Company, and not specifically covered in this Tariff, including but not limited to services, features, and combinations of services and features not normally offered or combined, monthly rates and the one-time charges, such as installation, nonrecurring and construction charges will apply based on the circumstances in each case.
- c. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. in such cases, the Company reserves the right to require an initial contract period longer than one (1) month at the same location.
- d. The rates, terms and conditions for these Special Arrangements offerings will be established on an individual case basis.



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## 2. General Rules and Regulations

## B. Rules and Regulations (Cont'd)

## 24. Access Arbitrage

For purposes of this provision:

- a. "High Cost Minutes" are minutes of use that originate or terminate at numbers for which the customer's switched exchange access per minute rate is equal to or exceeds \$0.0250.
- b. The originating or terminating switched exchange access per minute rate charged to the Company will be the sum of the per minute charges imposed by the originating or terminating Local Exchange Carrier, plus the prorated portion of all other charges imposed by the originating or terminating Local Exchange Carrier for originating or terminating switched exchange access, expressed on a cost per minute basis.
- c. Using any service provided by the Company in connection with Access Arbitrage is considered an abuse and is prohibited. Access Arbitrage is a scheme or device to profit by exploiting differences between the cost of originating or terminating access (as charged to interexchange) and the pricing of 1+ and 8XX long distance service provided by the Company. Access Arbitrage includes:
  - (1) Using switching equipment or a call processing system (such as a teleconferencing platform) to segregate calls and systematically route to the Company calls that are characterized by a greater discrepancy between the access cost and the price charged by the Company.
  - (2) Using the Company's long distance telephone services as a substitute for, or to avoid, originating or terminating switched exchange access obtained from local exchange providers, for the origination or termination of domestic calls originated over the network of another carrier (through 1+ access, special access, carrier access code dial around, or otherwise);
  - (3) If the Company determines through an investigation that calls originate over the network of another interexchange carrier or were routed through a call processing system such that the percentage of High Cost minutes routed to the Company using the service is more than 11.4%.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 24. Access Arbitrage

## c. Using any service...includes: (Cont'd)

- (4) Segregating calls within another carrier's network or a call processing system to systematically route calls to the Company where the access costs exceed the price of long distance service provided by the Company.
- (5) Transporting intrastate traffic into a different state in order to cause the traffic to be rated by the Company at a lower rate than would otherwise apply.
- (6) Artificially stimulating calling or other usage volumes to: (a) any number advertised or intended for accessing information programs and services, including but not limited to chat lines, Interactive Voice Response programs, and Internet Access dial up services(b) routing codes or international area or city codes reserved or used by the subject telecommunications administration for Interactive Voice Response programs; (c) special routing codes, telephone numbers, or locations for which the cost of call origination or termination that is higher than that incurred for originations or terminations to other parts of the same jurisdiction or locale therefore the customer benefits because the rate charged to the customer is lower ; or (d) telephone numbers or service arrangements where the party causing the artificial stimulation derives revenues or other financial benefit from or is compensated based upon said calling or other usage volumes in a capacity other than as communications carrier, or if acting as a communications carrier, earns a surcharge or similar increment (or an entity with a common financial interest with the party stimulating the traffic earns a surcharge or similar increment) merely by virtue of the origination or termination of such calls. Such artificial stimulation may include, but is not limited to, use of electronic or other automatic means to generate such call volumes, or hiring of agents or contractors principally to make calls or otherwise generate usage to such numbers or types of services, but does not, without more, include advertising or promotion of Interactive Voice Response products or similar programming to stimulate calling by third parties with no financial or other beneficial interest in the service or called program.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 24. Access Arbitrage

## c. Using any service...includes: (Cont'd)

- (7) Using service provided by the Company to generate calls with the intent or effect of creating a disparity (across any customer account) between the rate of long distance service provided by the Company and the charge to the Company for originating and/or terminating by local access providers.
- (8) Sending calls identified as Mobile Terminated Calls, or as another termination type to which a surcharge or other differential rate for termination applies, when the called station or termination point is not in fact mobile Terminated, or the termination type as to which the surcharge or other differential rates applies.

## d. Access Arbitrage Fee

- (1) When the Company determines that the customer has violated this provision, the Access Arbitrage Fee will apply. In addition, the Company may immediately restrict, suspend or discontinue customer's use of any service used in connection with Access Arbitrage upon notice of such violation to customer. Further, the Company may prevent conversion to another the Company service arrangement of any facility used to provide a service in violation of this provision.
- (2) The Access Arbitrage Fee will be assessed in addition to the customer's current charge for each minute of use of long distance service for High Cost Calls in excess of 20%.

Inbound and Outbound Arbitrage Access Fee per minute rate

Switched	\$0.10
Dedicated	0.05

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2. General Rules and Regulations

B. Rules and Regulations (Cont'd)

25. Restricted Service

- a. Under certain circumstances and where facilities permit, as described below, a customer's long distance service may be suspended, and the customer routed to a receivable operator if the customer has incurred significant pre-bill charges and one or more of the following apply:
  - (1) The customer does not have credit information available from one of the major credit reporting agencies;
  - (2) The customer has poor credit based on industry standards;
  - (3) The customer has not paid a bill in a timely manner; or
  - (4) The customer's usage resembles fraudulent usage.
- b. If the customer is routed to a voice response unit, the customer will be advised that their service has been restricted. The customer will be provided the option of either: 1) making a prepayment using a credit card or 2) dialing a toll free number to speak with a collection representative.
- c. The receivables operator or collection representative will explain the reasons for the restricted service and the requirements for the customer to resume unrestricted service. for example, if the customer has not paid a bill in a timely manner (in compliance with the requirements of Payment of Charges as specified elsewhere in this Tariff), payment of the outstanding bill will be requested. The Company also may request a deposit or a demonstration that the customer incurred similar charges with another carrier and paid such carrier in a timely manner.

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## 2. General Rules and Regulations

## B. Rules and Regulations (Cont'd)

## 26. Mileage Between Rate Centers

Usage charges for mileage sensitive services are based on the distance in airline miles between the rate centers associated with the originating and terminating stations.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by Telcordia, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\text{Mileage} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

The mileage is rounded up to an integer value to determine the airline mileage.

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## 2. General Rules and Regulations

## B. Rules and Regulations

## 27. Determination of Call Duration and Timing of Calls

- a. For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. for Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- b. Chargeable time ends when the connection is terminated.
- c. Chargeable time does not include the time lost because of known faults or defects in the service.
- d. The initial and additional timing periods for billing purposes may vary by product as specified elsewhere in this Tariff.
- e. The Company will not bill for unanswered calls. When a customer indicates that he/she was billed for an incomplete call, The Company will reasonably issue credit for the call.

## 28. Rate Periods

- a. Usage rates which are subject to time-of-day, day-of-week, and holiday rate periods, are subject to the following, unless specified otherwise for a particular calling plan:
  - Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.
  - Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.
  - Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, All Day Saturday; and 8:00 AM to, but not including, 5:00 PM Sunday.
- b. When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.
- c. Unless specified otherwise for a particular calling plan, the evening rate applies to Company recognized holidays unless a lower rate period is in effect.

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## 3. Casual Calling and Default Plans

## A. Casual Calling Services

Casual Caller Services are non-presubscribed out-bound only services available to residential and business customers. All calls are timed in one-minute increments.

Casual caller Services are provided subject to the availability of the necessary facilities and/or equipment, to any person who uses the Company's service from an equal access (FGD) end office who does not have a current account with the Company, to include:

- a. Any person who has not established an account with the Company who places calls over the Company's network from an equal access area.
- b. Any person located in an equal access area who voluntarily terminated their Company account but continues to make calls over the Company's network.
- c. Any person located in an equal access area who has had their account terminated in accordance with the terms and conditions as set forth in Section 2 but continues to make calls on the Company's network.
- d. New or allocated Customers presubscribed to the Company whose accounts are not yet established in the Company's billing system.

Casual Caller Services may not be used to complete "011" calls to international locations. Operator Service and Directory Assistance are not available with this service. By placing a call on the Company network, a Casual Caller accepts and agrees to the terms, conditions, and rates specified in this Schedule.

## 1. Long Distance Dial Around Svc

## a. Description

Long Distance Dial Around Svc calls are originated by dialing "101" and a Company Carrier Identification Code, following by the area code, if necessary, and the terminating domestic telephone number. All calls are billed in one-minute increments.

## b. Rates and Charges

Per Minute Rate

- All Time Periods

\$0.50

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## 3. Casual Calling and Default Plans

## B. Presubscribed Calling Plans

## 1. Matchmaker

## a. Description

Matchmaker is a basic switched toll service for residential or business customers billing less than \$10.00 per month. Calls are rated based upon time of day, day of week, distance of call and call duration and are billed in arrears. This service is only offered as an add-on to the Company's interstate Matchmaker offering.

All calls are billed in one (1) minute increments.

## c. Rates and Charges

Per Minute, or fraction thereof

- |             |        |
|-------------|--------|
| • Residence | \$0.42 |
| • Business  | \$0.59 |



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## 4. Residential Voice Calling Plans

## A. General

1. The long distance services contained within this section enable residential customers to place long distance telephone calls within the State of South Carolina.
2. Unless otherwise expressly stated, all service descriptions and rates apply only to 1+ dialed plan rates, made from presubscribed lines. The rates may not apply to collect, third number billed or other billing methods, unless expressly so stated.
3. Services are provided on a full-time monthly basis and are available in all cities, subject to the availability of facilities and/or equipment. The Company reserves the right to refuse to provide service where facilities or equipment are not available or economically feasible.
4. Rates and charges for service vary depending upon the option selected by the customer. Certain service offerings may involve one or more of the following: a monthly recurring charge, a minimum monthly charge, charges for installation, special features, and/or charges for administrative or physical changes to a Service. At additional cost, certain service options offer a customer the ability to identify individual users and allocate the cost of his long distance service through the use of accounting codes.
5. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person, including existing and prospective customers, or their transferees or assignees, any ownership interest or proprietary right in any given telephone number. If a customer terminates 800 service, any 800 number assigned to the customer by the Company will be forfeited by the customer.
6. Payphone Surcharges, Directory Assistance, and Operator Assisted rates and charges may apply to calls. Rates and charges appear in Operator Services in Section 7 of this Tariff, except where otherwise noted.
7. The Company provides discounted rates to employees, pensioners, officers, directors or board members and employees, pensioners, officers, directors or board members of affiliates of the Company who subscribe to the Company's services.

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## 4. Residential Voice Calling Plans

## A. General (Cont'd)

8. Residential Voice Calling Plans are available to residential customers whose local service is provided by a Company affiliated Local Exchange Carrier (LEC). For each Calling Plan offered, Customers must select the Company as their primary exchange carrier for interstate and intrastate long distance service. These rates will apply as long as the customer remains subscribed to the required LEC service(s).
9. A customer's phone line may not be classified as a "business," "public" or "semi-public" line. If the Company determines the service is not being used for individual residential service, or if use of the service in any other way violates the conditions of the service to which the customer is subscribed, the subscriber will be ineligible for this service and the Company may terminate the subscriber's account immediately, upon notice.
10. MTS is not available in group or multi-family housing, including but not limited to housing associated with educational institutions or military barracks.
11. Dial-1 usage does not include usage associated with calls which are pay for use, including calls to 900, 976, 555 and 700 numbers; calls to Directory Assistance and operator assistance, including emergency interrupt and toll free service.
12. All calls are billed in one (1) minute increments unless specified otherwise for a particular calling plan.

Operator Services and Directory Assistance are available with MTS under the terms and conditions specified in Section 7 of this Tariff. Calls placed using Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein, unless otherwise specified in the rates section for a particular service.
13. All calling plans herein are offered only in locations where billing and technical resources are available.

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## 4. Residential Voice Calling Plans

## B. Calling Plans (Cont'd)

## 1. Simply Unlimited Phone for Residence

## a. Description

Simply Unlimited Phone long distance customers will receive unlimited interstate and intrastate direct dialed voice calls for a monthly recurring charge. This plan is provisioned in conjunction with the interstate Simply Unlimited Phone unlimited calling plan under which the Company provides interstate long distance service.

## b. Terms and Conditions

- (1) The monthly recurring charge set forth following applies in addition to the monthly recurring charge applicable to the corollary interstate Simply Unlimited Phone calling plan.
- (2) Each line subscribed to this Simply Unlimited Phone calling plan must meet the eligibility requirements.
- (3) To be eligible for this calling plan, the customer must subscribe to any CenturyLink affiliate local exchange company's Simply Unlimited Phone service package.
- (4) Unlimited interstate and intrastate calling is available only for typical residence domestic voice usage. Simply Unlimited Phone long distance may not be used for any purpose inconsistent with typical residential domestic voice usage, including calls to 900 numbers, directory assistance, calling card, operator services, toll free calling services, auto-dialing, resale, chat rooms, call centers, direct telemarketing centers, and any other use that does not involve a single path person-to-person conversation or voice message. Single path calls that originate into multi-party conference calls are allowed although the customer may not use this service to complete multiple simultaneous outgoing calls through use of a LEC-provided feature that provide multiple paths over a single line.
- (5) The Company reserves the right to move a customer on this plan to an alternative plan if the Company determines, in its sole discretion, that the customer's usage on the plan does not resemble typical residential usage. For the purpose of this plan, typical residential usage is presumed to be total usage that does not exceed 5,000 minutes per month of intrastate and/or interstate service per line.

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## 4. Residential Voice Calling Plans

## B. Calling Plans

## 1. Simply Unlimited Phone for Residence

## b. Terms and Conditions (Cont'd)

- (6) The Company retains the right, in its sole discretion, to change some or all of the network technology on which it delivers this service, including a change to Voice over Internet Protocol technology. If the Company's network technology changes in such a way that this Schedule will no longer apply to Simply Unlimited Phone, the monthly rates herein will continue to apply until such time as customers are notified in advance of rate increases, and the new service(s) or plan(s) will be governed by separate, commercial terms between the Company and the customer.
- (7) The Company may take any other action permitted by this Tariff and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected.
- (8) All other rates, terms and conditions, including any applicable discounts and customer eligibility, are specified in the Company's Interstate and International Rates and Services Schedule.

## C. Rates and Charges

## 1. Per Minute

Simply Unlimited Phone	Intrastate Per Minute Rate
Qualified Voice Outbound Usage	—
Data and Fax Calls	\$0.10

2. Monthly Plan Fees <sup>[1]</sup>

The following monthly rate for intrastate calling and the monthly rate applicable for the corollary interstate Simply Unlimited Phone long distance plan apply in addition to the monthly rate for the companion local service package. However, these rates and the monthly rate for optional High-Speed Internet will appear as a single line item on the customer's invoice.

Simply Unlimited Phone	Intrastate Monthly Rate Per Line
Initial and Each Additional Line or Trunk	\$2.50

<sup>[1]</sup> The *interstate* portion of the monthly recurring charge which affords customers the ability to place interstate long-distance calls is located in the Company's Interstate and International Rates and Services Schedule.

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## 4. Residential Voice Calling Plans

## B. Calling Plans (Cont'd)

## 2. Unlimited Nationwide Calling

## a. General Description

Unlimited Nationwide Calling long distance customers will receive unlimited interstate and intrastate Dial-1 voice usage for a monthly recurring charge. A 10 cent per minute charge applies for data calls, including but not limited to fax, modem tones, and calls to long distance dial-up Internet providers.

## b. Terms and Conditions

- (1) Unlimited Dial-1 calling is available only for typical residential voice usage. Unlimited Nationwide Calling long distance may not be used for any purpose inconsistent with typical residential domestic voice usage, including calls to 900 numbers, directory assistance, operator services, toll free calling services, auto-dialing, resale, chat rooms, call centers, direct telemarketing centers, and any other use that does not involve a single path person-to-person conversation or voice message. Single path calls that originate into multi-party conference calls are allowed although the customer may not use this service to complete multiple simultaneous outgoing calls through use of a LEC-provided feature that provide multiple paths over a single line.
- (2) A monthly recurring charge applies for each customer per location.
- (3) To be eligible for this service, the customer must subscribe to a Company's affiliated-LEC Unlimited Nationwide Calling package. All services must be billed by an affiliate on the same invoice to subscribe to this offer. Each line subscribed to Unlimited Nationwide Calling long distance must meet the eligibility requirements.
- (4) The Company reserves the right to move a customer on this plan to an alternative plan if the Company determines, in its sole discretion, that the customer's usage on the plan does not resemble typical residential usage. for the purpose of this plan, typical residential usage is presumed to be total usage that does not exceed 5,000 minutes per month of intrastate and/or interstate service per line.

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## 4. Residential Voice Calling Plans

## B. Calling Plans

## 2. Unlimited Nationwide Calling

## b. Terms and Conditions (Cont'd)

- (5) This plan is provisioned in conjunction with the interstate Unlimited Nationwide Calling long distance calling plan under which The Company provides interstate long distance usage. All other fees, rates, terms, conditions, and customer eligibility under this plan are specified in the Company's Interstate and International Rates and Services Schedule.
- (6) The monthly recurring charge set forth below applies to intrastate calling. This charge is in addition to the monthly recurring charge applicable to the corollary interstate Unlimited Nationwide Calling long distance calling plan.

## c. Rates and Charges

	<u>Per Minute</u>
• Voice Usage	—
• Data	\$0.10
	<u>Intrastate Monthly Rate</u> <sup>[1]</sup>
• Per Location	\$5.00
	<u>Interstate Monthly Rate</u>
• Per Location	[2]

[1] The intrastate monthly rate is included on the customer's bill in the total package price for Unlimited Nationwide Calling.

[2] The monthly recurring charge which affords Customers the ability to place *interstate* long distance calls is located in the Company's Interstate Rates and Services Schedule.

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## 4. Residential Voice Calling Plans

## B. Calling Plans (Cont'd)

## 3. Economy Pack Long Distance Plan

## a. General Description

The Economy Pack Long Distance plan is a direct dial outbound service for residential customers. Customers will receive thirty (30) minutes of intrastate and interstate long distance voice usage. Customers will be billed a monthly recurring charge (some restrictions may apply as outlined below) for this service. This plan is only available to customers who also subscribe to the residential service plan offered by the Company's affiliated local exchange entity. All calls over the initial thirty (30) minutes will be billed based upon the rates following.

This service is only offered in conjunction with the corresponding interstate Economy Pack Long Distance Plan.

## b. Terms and Conditions

New and existing customers are eligible for this service if they meet the following requirements:

- (1) Customers must subscribe to the Economy Pack Local Service Plan offered by the Company's affiliated LEC, which has a monthly recurring charge. The customer must also receive billing for each of these services from the Company's affiliated LEC.
- (2) All overage charges will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.
- (3) Customers must presubscribe to the Company's long distance service for both intraLATA and interLATA long distance service.
- (4) This plan cannot be used for any use inconsistent with residential service.
- (5) In order to be eligible for this plan, the Company must be able to verify that the customer meets these eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and without prior notice will be placed on an alternative plan or will have their service suspended, restricted or canceled.
- (6) The monthly rate for this plan does not include applicable taxes, surcharges or fees.
- (7) This plan is not available for resale.

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## 4. Residential Voice Calling Plans

## B. Calling Plans

## 3. Economy Pack Long Distance Plan (Cont'd)

## c. Rates and Charges

Per Minute

- Per Minute Rate \$0.11
- Monthly Recurring Charge [1]

## 4. Easy Talk MRC

## a. General

Easy Talk MRC is an outbound direct dial flat rate service designed for residential customers for the completion of all direct dialed intrastate calls. There is a monthly recurring charge associated with this product.

## b. Rates and Charges

Per Minute

- All Time Periods \$0.31

Per Month

- Monthly Recurring Charge [1]

[1] The monthly recurring charge which affords customers the ability to place long distance calls is located in the Company's Interstate and International Rates and Services Schedule.



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## 4. Residential Voice Calling Plans

## B. Calling Plans (Cont'd)

## 5. Easy Talk Toll Free

## a. General Description

Easy Talk Toll Free is an inbound 800 service designed for residential customers. There is a monthly recurring charge associated with this product.

## b. Terms and Conditions

- (1) This service is offered in conjunction with interstate service.
- (2) Calls are billed in one (1) minute increments after an initial billing period, for billing purposes only, of one (1) minute.

## c. Rates and Charges

Per Minute Rate

- Inbound 800 Intrastate
  - Initial and each additional minute \$0.10

Monthly Recurring Charge

- Per Month [1]

- [1] The monthly recurring charge which affords customers the ability to receive intrastate and intrastate inbound 800 service calls is located in the Company's Interstate and International Rates and Services Schedule. In addition, a Toll Free Administrative Fee as described in the Company's Interstate and International Rates and Services Schedule also applies.

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## 4. Residential Voice Calling Plans

## B. Calling Plans

## 6. Home Phone II Unlimited

## a. General Description

Home Phone II Unlimited long distance customers will receive unlimited interstate and intrastate Dial-1 voice usage for a monthly recurring charge. A 10 cent per minute charge applies for data calls, including but not limited to fax, modem tones, and calls to long distance dial-up Internet providers.

## b. Terms and Conditions

- (1) Unlimited Dial-1 calling is available only for typical residential voice usage. Home Phone II Unlimited long distance may not be used for any purpose inconsistent with typical residential domestic voice usage, including calls to 900 numbers, directory assistance, operator services, toll free calling services, auto-dialing, resale, chat rooms, call centers, direct telemarketing centers, and any other use that does not involve a single path person-to-person conversation or voice message. Single path calls that originate into multi-party conference calls are allowed although the customer may not use this service to complete multiple simultaneous outgoing calls through use of a LEC-provided feature that provide multiple paths over a single line.
- (2) This plan is not available to customers with a multi-line account or an account that bills to another number or is the recipient of charges billed from another number unless the customer establishes separate billing accounts for each line. A monthly recurring charge applies for each line subscribed.
- (3) To be eligible for this service, the customer must subscribe to a Company's affiliated LEC qualifying Home Phone II local service package. All services must be billed by an affiliated company on the same invoice to subscribe to this offer. Each line subscribed to Home Phone II Unlimited long distance must meet the eligibility requirements.
- (4) The Company reserves the right to move a customer on this plan to an alternative plan if the Company determines, in its sole discretion, that the customer's usage on the plan does not resemble typical residential usage. for the purpose of this plan, typical residential usage is presumed to be total usage that does not exceed 5,000 minutes per month of intrastate and/or interstate service per line.

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## 4. Residential Voice Calling Plans

## B. Calling Plans

## 6. Home Phone II Unlimited

## b. Terms and Conditions (Cont'd)

- (5) This plan is provisioned in conjunction with the interstate Home Phone II Unlimited long distance calling plan under which The Company provides interstate long distance usage. All other rates, terms and conditions, including any applicable discounts and customer eligibility under this plan are specified in the Company's Interstate and International Rates and Services Schedule.
- (6) The monthly recurring charge set forth below applies to intrastate calling. This charge is in addition to the monthly recurring charge applicable to the corollary interstate Home Phone II Unlimited long distance calling plan. The monthly recurring charge is billed in advance.

## c. Rates and Charges

	<u>Per Minute</u>
• Voice Usage	\$0.00
• Data	0.10
	<u>Monthly Rate</u>
• Intrastate, Per Month, Per Line	\$5.00
• Interstate, Per Month, Per Line	[1]

[1] The interstate portion of the monthly recurring charge which affords customers the ability to place interstate long distance calls is located in the Company's Interstate and International Rates and Services Schedule.

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## 5. Business Voice Calling Plans

## A. General

1. The long distance services contained within this section enable business customers to place long distance telephone calls within the State of South Carolina. Unless otherwise expressly stated, all service descriptions and rates apply only to 1+ dialed plan rates, made from presubscribed lines. The rates may not apply to collect, third number billed or other billing methods, unless expressly so stated.
2. Services are provided on a full-time monthly basis and are available in all cities, subject to the availability of facilities and/or equipment. The Company reserves the right to refuse to provide service where facilities or equipment are not available or economically feasible.
3. Rates and charges for service vary depending upon the option selected by the customer. Certain service offerings may involve one or more of the following: a monthly recurring charge, a minimum monthly charge, charges for installation, special features, and/or charges for administrative or physical changes to a Service. At additional cost, certain service options offer a customer the ability to identify individual users and allocate the cost of his long distance service through the use of accounting codes.
4. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person, including existing and prospective customers, or their transferees or assignees, any ownership interest or proprietary right in any given telephone number. If a customer terminates 800 service, any 800 number assigned to the customer by the Company will be forfeited by the customer.
5. Payphone Surcharges, Directory Assistance, and Operator Assisted rates and charges may apply to calls. Rates and charges appear in Operator Services in Section 7 of this Tariff, except where otherwise noted.
6. The Company provides discounted rates to employees, pensioners, officers, directors or board members and employees, pensioners, officers, directors or board members of affiliates of the Company who subscribe to the Company's services.
7. All calls are billed in one (1) minute increments unless specified otherwise for a particular calling plan.
8. All calling plans herein are offered only in locations where billing and technical resources are available.

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## 5. Business Voice Calling Plans

## A. General (Cont'd)

9. All Business Voice Calling Plans, except for Business Sense, are add-ons to the Company's interstate offerings and accordingly, customers must select the Company as their Primary Interexchange Carrier for both the interstate and intrastate long distance service. These services are available only through a Company- affiliated LEC. Applicable interstate rates are located in the Company's Rates and Services Schedules located at [www.centurylink.com/tariffs](http://www.centurylink.com/tariffs).
10. A customer's phone line may not be classified as a "residential," "public" or "semi-public" line or in housing associated with educational institutions. The term "Dial-1" does not include: 1) calls which are pay-for-use, including, but not limited to, calls to 900, 976, 555 and 700 numbers, 2) calls to Directory Assistance, 3) operator service calls, including emergency interrupt and intercept call completion, 4) inbound toll-free service calls, 5) Switched Data Services ("SDS") calls or; 6) International calls.
11. Operator Services and Directory Assistance are available with all services under the terms and conditions specified in Section 7 of this Tariff. Calls placed using Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein, unless otherwise specified in the rates section for a particular service.

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## 5. Business Voice Calling Plans

## B. Calling Plans

## 1. Business Unlimited

## a. General Description

Business Unlimited customers will receive unlimited interstate and intrastate direct dialed voice calls for a monthly recurring charge. This plan is provisioned in conjunction with the interstate Business Unlimited plan under which the Company provides interstate long distance service.

## b. Terms and Conditions

- (1) A monthly recurring charge set forth below will apply for this intrastate plan. This charge is in addition to the monthly recurring charge applicable to the corollary interstate Business Unlimited plan. A ten cent (\$0.10) per minute charge applies for data calls, including but not limited to fax, modem tones, and calls to long distance dial-up Internet providers.
- (2) Unlimited interstate and intrastate calling is available only for typical domestic voice usage. Business Unlimited may not be used for any purpose inconsistent with typical domestic voice usage, including usage from multi-party conference calls, auto-dialing, resale, chat rooms, call centers, direct telemarketing centers, and any other use that does not involve a single path person-to-person conversation or voice message. The customer may not use this service to complete multiple simultaneous outgoing calls through use of a LEC-provided feature that provide multiple paths over a single line.
- (3) Calls placed to 900 numbers, toll free calling services, directory assistance, or completed using operator services are not included in the unlimited calling plan and are chargeable at the rates applicable for those services.
- (4) The customer may subscribe to this service for a maximum of ten (10) lines per location. Each line subscribed to Business Unlimited must meet the eligibility requirements. To be eligible for this service, the customer must subscribe to one of the following Company local exchange service packages:
  - Core Connect 1, Core Connect 2
- (5) All services must be billed by an affiliated company on the same invoice in order to subscribe to this offer.

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## 5. Business Voice Calling Plans

## B. Calling Plans

## 1. Business Unlimited

## b. Terms and Conditions (Cont'd)

- (6) The Company may take any other action permitted by this Tariff and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected.
- (7) This plan includes an option to add toll free (inbound calling) service. The toll free service has a monthly charge for each toll free number. The monthly recurring charge for each Toll Free Number is billed per month without regards to usage and is located in the Company's Interstate and International Rates and Services Schedule.

## c. Rates and Charges

	<u>Per Minute</u>
• Intrastate Qualified Voice Usage	\$0.00
• Intrastate Data Calls	\$0.10
	<u>Intrastate Monthly Rate<sup>[1]</sup></u>
Option 1: Core Connect 1	
• Initial Line	\$12.00
• Each Additional Line	7.00
Option 2: Core Connect 2	
• Initial Line	17.00
• Each Additional Line	7.00

<sup>[1]</sup> The *interstate* portion of the monthly recurring charge which affords customers the ability to place interstate long distance calls is located in the Company's Interstate and International Rates and Services Schedule.

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## 5. Business Voice Calling Plans

## B. Calling Plans (Cont'd)

## 2. Block of Time for Integrated Service

## a. General Description

Block of Time for Integrated Service offers business customers a block of minutes that can be used for direct dial outbound and inbound interstate and intrastate long distance services. Block of Time minutes cannot be applied to Operator Assistance calls, Directory Assistance or international usage. Each customer may purchase only one block of minutes for each qualifying local service. Customers must also subscribe to companion interstate service.

## b. Terms and Conditions

- (1) To be eligible for Block of Time for Integrated Service, the customer can subscribe up to three (3) ISDN-PRI provided by the Company's local exchange affiliate and receive 5,000 minutes per PRI.
- (2) Eligible customers may subscribe to a block of 5,000 minutes. A per minute overage rate applies for all usage in excess of the block minutes. Block minutes that have not been used at the end of the customer's billing cycle will not carry over to the next month. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.
- (3) Toll Free Service is available with this product. A separate monthly recurring charge for each Toll Free number applies.
- (4) The Block of Time for Integrated Service rates will apply as long as the customer subscribes to a qualifying service. Customers who discontinue the qualifying service(s) will no longer be eligible to subscribe to the service and will be switched, without prior notice, to an alternative plan or will have their service suspended or canceled.



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## 5. Business Voice Calling Plans

## B. Calling Plans

## 2. Block of Time for Integrated Service (Cont'd)

## c. Rates and Charges

## (1) Total Block of Interstate and Intrastate, Outbound and Inbound, Voice Minutes

Total Minutes included in Block MRC

5,000

[1]

## (2) Overage Rates

For any qualified domestic, outbound and/or inbound, long distance minute of use above a customer's monthly block of minutes plan, the customer will be charged a per minute rate.

Per Minute

- Over 5,000 Minutes Per Month \$0.03

## (3) Toll Free Service

Monthly

- Charge for Each Toll Free Number \$0.99

The monthly recurring charge for Toll Free Service which affords customers the ability to receive intrastate and interstate long distance calls is located in the Company's Rates and Services Schedules located at [www.centurylink.com/tariffs](http://www.centurylink.com/tariffs).

[1] The monthly recurring charge which affords customers the ability to place interstate and intrastate long distance calls is located in the Company's Rates and Services Schedules located at [www.centurylink.com/tariffs](http://www.centurylink.com/tariffs).

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## 5. Business Voice Calling Plans

## B. Calling Plans (Cont'd)

## 3. CenturyLink Business Bundle Unlimited

## a. General Description

CenturyLink Business Bundle Unlimited customers will receive unlimited interstate and intrastate direct dialed voice calls for a monthly recurring charge. This plan is provisioned in conjunction with the interstate CenturyLink Business Bundle Unlimited plan under which the Company provides interstate long distance service.

## b. General Terms and Conditions

- (1) A monthly recurring charge set forth below will apply for this intrastate plan. This charge is in addition to the monthly recurring charge applicable to the corollary interstate CenturyLink Business Bundle Unlimited calling plan.
- (2) Unlimited interstate and intrastate calling is available only for typical domestic voice usage. CenturyLink Business Bundle Unlimited may not be used for any use that does not involve a single path person-to-person conversation or voice message. The customer may not use this service to complete multiple simultaneous outgoing calls through use of a LEC-provided feature that provides multiple paths over a single line.
- (3) Toll free calling services are not included in the unlimited calling plan and are chargeable at the rates applicable for those services.
- (4) The term direct dialed voice calls does not include the following types of calls:
  - calls to Internet service providers or other data service providers
  - multi-party conference calls (except when dialed using a toll free number)
  - calls initiated by high volume auto dialers (high volume call centers), PBX, ISDN, FX, PAL, Coin, Payphones, Centrex, WATS, KS, or ACD systems, or the functional equivalent of any such system
  - calls for the purpose of dictation or transcription
  - chat lines
  - intercom calls / monitoring calls
  - plan does not include 900 number calls, directory assistance, or operator services
  - calls not involving person-to-person conversation, with the following exceptions: the answering party (device) provides a voice announcement; the answering party (device) allows the caller to leave a brief voice message; single faxes

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## 5. Business Voice Calling Plans

## B. Calling Plans (Cont'd)

## 3. CenturyLink Business Bundle Unlimited

## b. General Terms and Conditions (Cont'd)

- (5) Each line subscribed to CenturyLink Business Bundle Unlimited must meet the eligibility requirements.
- (6) All services must be billed by an affiliated company on the same invoice in order to subscribe to this offer.
- (7) The Company may take any other action permitted by this Tariff and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected.
- (8) The CenturyLink Business Bundle Unlimited plan is only available on an intrastate basis when the customer has subscribed to the interstate CenturyLink Business Bundle Unlimited plan.
- (9) The customer may subscribe to this service for a maximum of ten (10) lines per location. This service is available to business customers that have no more than a total of ten lines per location and with no more than a maximum of 25 lines across all service territories served by a Company-affiliated LEC.
- (10) A Long Distance Line Charge as found in the Company's Interstate and International Rates and Services Schedule applies.
- (11) This plan includes an option to add toll free (inbound calling) service, Simple Business Solutions Toll Free. This toll free service has a separate per minute rate and a monthly charge for each toll free number. The monthly recurring charge for each Toll Free Number is billed per month without regards to usage. Rates, terms and conditions are located in the Company's Interstate and International Rates and Services Schedule.
- (12) All other rates, terms and conditions, including any applicable discounts and customer eligibility, are specified in the Company's Interstate Rates and Services Schedule.

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## 5. Business Voice Calling Plans

## B. Calling Plans

## 3. CenturyLink Business Bundle Unlimited

## b. General Terms and Conditions (Cont'd)

- (13) To be eligible for this unlimited long-distance plan, the Customer must subscribe to the following Company-affiliated LEC local exchange service packages:

Plan A: CenturyLink Business Bundle Option 1 or Option 2

Plan B: CenturyLink Business Bundle Preferred

## c. Rates and Charges

## Per Minute Rate

Qualified Voice Outbound Usage	\$0.00
Data and Fax Calls	\$0.10

Intrastate Monthly Plan Fees <sup>[1]</sup>

CenturyLink Business Bundle Unlimited	Initial and Each Additional Line
Plan A	\$5.00
Plan B	\$2.50

<sup>[1]</sup> The *interstate* portion of the monthly recurring charge which affords customers the ability to place interstate long distance calls is located in the Company's Interstate Rates and Services Schedule.

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## 5. Business Voice Calling Plans

## B. Calling Plans

## 4. Business Basics III

## a. General Description

Business Basics III allows business customers to complete domestic direct dialed calls. Toll Free Service is available with this product.

## b. Terms and Conditions

- (1) Unless, otherwise indicated, all Business Basics calls are billed an eighteen (18) second minimum. After the initial 18-second minimum, calls will be billed in six (6) second increments.
- (2) In addition to the rates, terms and conditions described in this Tariff, other fees, rates, terms, conditions, and customer eligibility are specified in the Company's Interstate Rates and Services Schedule ("RSS") located on the Company's website.

## c. Rates and Charges

## (1) Per Minute

- |  |                             |
|--|-----------------------------|
| • All Time Periods, Switched<br>Outbound and Inbound | <u>Per Minute</u><br>\$0.07 |
|--|-----------------------------|

## (2) Per Month

- |                        |     |
|------------------------|-----|
| • Per Line             | [1] |
| • Per Toll-Free Number | [1] |

[1] The monthly recurring charge which affords customers the ability to place long distance calls and the monthly recurring charge for Toll Free Service which affords customers the ability to receive long distance calls are located in the Company's Interstate and International Rates and Services Schedule.

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## 5. Business Voice Calling Plans

## B. Calling Plans

## 5. Simply Unlimited Business

## a. General Description

Simply Unlimited Business customers will receive unlimited interstate and intrastate direct dialed voice calls for a monthly recurring charge. This plan is provisioned in conjunction with the interstate Simply Unlimited Business unlimited calling plan under which the Company provides interstate long distance service.

## b. Terms and Conditions

1. The monthly recurring charge set forth following applies in addition to the monthly recurring charge applicable to the corollary interstate Simply Unlimited Business calling plan.
2. Each line subscribed to the Simply Unlimited Business calling plan must meet the eligibility requirements.
3. To be eligible for this calling plan, the customer must subscribe to a Company-affiliated LEC's Simply Unlimited Business local service package.
4. All services must be billed by an affiliated company on the same invoice in order to subscribe to this offer.
5. The customer may subscribe to this service for a maximum of twenty lines per location. This service is available to business customers with no more than a maximum of 25 lines across all service territories served by a Company-affiliated LEC.
6. Unlimited interstate and intrastate calling is available only for typical domestic voice usage. The Simply Unlimited Business calling plan may not be used for any use that does not involve a single path person-to-person conversation or voice message. The customer may not use this service to complete multiple simultaneous outgoing calls through use of a LEC-provided feature that provides multiple paths over a single line.

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## 5. Business Voice Calling Plans

## B. Calling Plans

## 5. Simply Unlimited Business

## b. Terms and Conditions (Cont'd)

7. The term direct dialed voice calls does not include the following types of calls:
  - calls to Internet service providers or other data service providers
  - multi-party conference calls (except when dialed using a toll free number)
  - calls initiated by high volume auto dialers (high volume call centers), PBX, ISDN, FX, PAL, Coin, Payphones, Centrex, WATS, KS, or ACD systems, or the functional equivalent of any such system
  - calls for the purpose of dictation or transcription
  - chat lines
  - intercom calls / monitoring calls
  - plan does not include 900 number calls, directory assistance, or operator services
  - calls not involving person-to-person conversation, with the following exceptions: the answering party (device) provides a voice announcement; the answering party (device) allows the caller to leave a brief voice message; single faxes
8. Toll free calling services are not included in the unlimited calling plan and are chargeable at the rates applicable for those services.
9. This plan includes an option to add toll free (inbound calling) service. This toll free service has a separate per minute rate and a monthly charge for each toll free number. Rates, terms and conditions are located in the Company's Interstate and International Rates and Services Schedule.
10. If the customer's usage exceeds 3,000 minutes of use in any month, the customer shall be presumed to be in violation of the applicable restrictions, and it shall be the responsibility of the customer to demonstrate to the Company that the customer's use was not a violation of any of the restrictions.
11. The Company retains the right, in its sole discretion, to change some or all of the network technology on which it delivers this service, including a change to Voice over Internet Protocol technology. If the Company's network technology changes in such a way that this Schedule will no longer apply to Simply Unlimited Business, the monthly rates herein will continue to apply until such time as customers are notified in advance of rate increases, and the new service(s) or plan(s) will be governed by separate, commercial terms between the Company and the customer.

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## 5. Business Voice Calling Plans

## B. Calling Plans

## 5. Simply Business Unlimited

## b. Terms and Conditions (Cont'd)

12. The Company may take any other action permitted by this Tariff and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected.
13. All other rates, terms and conditions, including any applicable discounts and customer eligibility, are specified in the Company's Interstate and International Rates and Services Schedule.

## c. Rates and Charges

## 1. Per Minute

Simply Unlimited Business	Intrastate Per Minute Rate
Qualified Voice Outbound Usage	—
Data and Fax Calls	\$0.10

2. Monthly Plan Fees <sup>[1]</sup>

The following monthly recurring charge for intrastate calling and the additional monthly recurring charge applicable for the corollary interstate Simply Unlimited Business long distance plan are included in the monthly rate for the companion local service package and will not apply as separate line items on the customer's invoice.

Simply Unlimited Business	Intrastate Monthly Rate Per Line
Initial and Each Additional Line or Trunk	\$2.50

<sup>[1]</sup> The *interstate* portion of the monthly recurring charge which affords customers the ability to place interstate long-distance calls is located in the Company's Interstate and International Rate Schedule.



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## 6. Customer Incentive and Discount Programs

## A. Residence Customer Incentive Program

## 1. General Description

The Residence Customer Incentive Program is an offering for potential new residence long distance customers and to existing residence long distance customers to induce the retention or continuation of intrastate long distance services by such customers.

## 2. Terms and Conditions

- a. This competitive response offering may be offered to potential new residence long distance customers. In addition, the Company may provide a retention benefit to any existing residence customer who has retained a service for some period of time.
- b. For potential new residence customers, the Company will not provide an incentive offer more than once in any two year period. In retention situations, the Company may provide an incentive offer no more than once in any two year period with respect to any particular service.
- c. The recipients of the customer incentive offer, and the amount of the customer incentive offer will be at the sole discretion of the Company, but the value of the retention benefit may not exceed the sum of 3.a., following.
- d. The Company will determine the particular details, including but not limited to; periods and duration, class of customers, services and amounts so long as each offer to a particular residence customer is not inconsistent with the provisions of this Tariff and the amount does not exceed the maximum amount set forth in 3.a. following. The Company may prohibit use of this program in conjunction with another offer being marketed by the Company and/or a Company affiliate.
- e. This competitive response offering is provisioned in conjunction with the interstate competitive response offering under which the Company provides interstate long distance usage. All other terms and conditions, including any applicable discounts offered through the Company's Interstate and International Rates and Services Schedule, and customer eligibility under this offer are specified in the Company's Interstate and International Rates and Services Schedule.

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6. Customer Incentive and Discount Programs

A. Residence Customer Incentive Program

2. Terms and Conditions (Cont'd)

- f. For potential new residence customers, the Company will condition some of its offers upon a residence customer remaining with the Company for a minimum of one year. Any minimum period of time shall be identified to the customer as part of the offer. in such cases, if the customer terminates service early, they will be billed an early termination charge.
- g. Offers may differ based on the following criteria or combinations of criteria below:
  - (1) The sales channel through which the products are sold.
  - (2) Existing customers who request to have one or more products disconnected.
  - (3) Customers who identify better competitive offer(s) available to them. Company representatives may present to these customers multiple offers up to the maximum value under this Tariff.
  - (4) Such other facts, criteria, and circumstances as the Company believes is a reasonable basis upon which to distinguish among groups of customers.
- h. The Company shall use reasonable business efforts so that similarly situated customers are offered similar incentives in similar circumstances.
- i. The Company reserves the right to review the availability and conditions of the offer or to discontinue the offer.

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## 6. Customer Incentive and Discount Programs

## A. Residence Customer Incentive Program (Cont'd)

## 3. Rates and Charges

- a. Customers may be offered one of the following on selected products, or the equivalent monetary value, as determined by the Company.
  - (1) A waiver of an amount up to 100% of the current residence recurring charge(s), and the current per minute intrastate long distance rate or,
  - (2) A waiver of up to 12 months of the recurring rates or,
  - (3) A waiver of an amount up to 100% of the current per minute intrastate long distance rate or,
  - (4) A benefit or consideration offered or provided that is not associated with a service or product offered by the Company such as merchandise, discounts on merchandise offer by others, gift certificates, gift cards or otherwise at the discretion of the Company. The actual cost incurred by the Company will be used in determining the value of non-cash offers or benefits, not to exceed the sum of 3.a.(1) preceding.
- b. The waiver(s) will appear in the form of a credit(s) on the customer's bill. The waiver may be one-time or spread over a period of up to 12 months in a fashion determined by the Company.
- c. Waiver amounts are calculated on the first month's monthly rate(s). The total waived amount will not exceed the value of the total per minute charge(s) plus twelve months of the monthly rates.
- d. An early termination charge not to exceed \$50.00 per line may be charged to customers who terminate their service prior to the completion of their initial term.

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## 6. Customer Incentive and Discount Programs

## B. Business Customer Incentive Program

## 1. General Description

The Business Customer Incentive Program is an offering for potential new business long distance customers and to existing business long distance customers to induce the retention or continuation of intrastate long distance services by such customers.

## 2. Terms and Conditions

- a. This competitive response offering may be offered to potential new business long distance customers. In addition, the Company may provide a retention benefit to any existing business customer who has retained a service for some period of time.
- b. For potential new business customers, the Company will not provide an incentive offer more than once in any two year period. In retention situations, the Company may provide an incentive offer no more than once in any two year period with respect to any particular service.
- c. The recipients of the customer incentive offer, and the amount of the customer incentive offer will be at the sole discretion of the Company, but the value of the retention benefit may not exceed the sum of 3.a. following.
- d. The Company will determine the particular details, including but not limited to; periods and duration, class of customers, services and amounts so long as each offer to a particular business customer is not inconsistent with the provisions of this Tariff and the amount does not exceed the maximum amount set forth in 3.a. following. The Company may prohibit use of this program in conjunction with another offer being marketed by the Company and/or a Company affiliate.

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## 6. Customer Incentive and Discount Programs

## B. Business Customer Incentive Program

## 2. Terms and Conditions (Cont'd)

- e. This competitive response offering is provisioned in conjunction with the interstate competitive response offering under which The Company provides interstate long distance usage. All other terms and conditions, including any applicable discounts offered through the Company's Interstate and International Rates and Services Schedule), and customer eligibility under this offer are specified in the Company's Rates and Services Schedule.
- f. For potential new business customers, the Company will condition some of its offers upon a business customer remaining with the Company for a minimum of one year. Any minimum period of time shall be identified to the customer as part of the offer. in such cases, if the customer terminates service early, they will be billed an early termination charge.
- g. Offers may differ based on the following criteria or combinations of criteria below:
  - (1) The sales channel through which the products are sold.
  - (2) Existing customers who request to have one or more products disconnected.
  - (3) Customers who identify better competitive offer(s) available to them. Company representatives may present to these customers multiple offers up to the maximum value under this Tariff.
  - (4) Such other facts, criteria, and circumstances as the Company believes is a reasonable basis upon which to distinguish among groups of customers.
- h. The Company shall use reasonable business efforts so that similarly situated customers are offered similar incentives in similar circumstances.
- i. The Company reserves the right to review the availability and conditions of the offer or to discontinue the offer.

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## 6. Customer Incentive and Discount Programs

## B. Business Customer Incentive Program (Cont'd)

## 3. Rates and Charges

- a. Customers may be offered one of the following on selected products, or the equivalent monetary value, as determined by the Company.
  - (1) A waiver of an amount up to 100% of the current business recurring charge(s), and the current per minute intrastate long distance rate or,
  - (2) A waiver of up to 12 months of the recurring rates or,
  - (3) A waiver of an amount up to 100% of the current per minute intrastate long distance rate or,
  - (4) A benefit or consideration offered or provided that is not associated with a service or product offered by the Company such as merchandise, discounts on merchandise offer by others, gift certificates, gift cards or otherwise at the discretion of the Company. The actual cost incurred by the Company will be used in determining the value of non-cash offers or benefits, not to exceed the sum of 3.a.(1) preceding.
- b. The waiver(s) will appear in the form of a credit(s) on the customer's bill. The waiver may be one-time or spread over a period of up to 12 months in a fashion determined by the Company.
- c. Waiver amounts are calculated on the first month's monthly rate(s). The total waived amount will not exceed the value of the total per minute charge(s) plus twelve months of the monthly rates.
- d. An early termination charge not to exceed \$100.00 per line may be charged to customers who terminate their service prior to the completion of their initial term.

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## 7. Operator Services

## A. Directory Assistance

## 1. Description

The Company provides the service of connecting customers to a nationwide Directory Assistance operator for a per-call charge for intrastate information requests. Customers may receive up to two numbers per request. In order to obtain two numbers, the customer must request two numbers once the customer reaches the operator. The fee applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested telephone number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers.

Directory Assistance requests are limited to two (2) telephone numbers or names per directory assistance call. Where technically feasible, the Directory Assistance operator or automated attendant will, upon customer request, complete the call to the number requested by the customer without requiring the customer to redial the number. When two numbers are requested from Directory Assistance, only the second number requested can be called.

Directory assistance call completion is not available when requesting the name associated with a directory listing. Directory Assistance Call Completion is not available for collect calls, calling card calls, pay-per-call services, third party calling, and calls placed from hotels/motels, hospitals, payphones, universities, and prisons.

A credit allowance for Directory Assistance will be provided, upon request, if the subscriber experiences poor transmission quality, is cut off, receives an incorrect telephone number or misdials the intended Directory Assistance number.

When the customer requests Directory Assistance by dialing "0" where the customer has the technical capability to direct-dial Directory Assistance, the Operator Services surcharge applies in addition to the Directory Assistance Service Charge:

## 2. Rates and Charges

- Directory Assistance Service Charge, per call      \$6.99
- Operator Services Surcharge, Per Call      \$1.99

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## 7. Operator Services

## B. Payphone Surcharge

## 1. General Description

This charge applies to all Company carried non-coin calls (i.e., Billed to a Third Party, Calling Card, Collect, Credit Card or Station-to-Station) placed from pay telephones.

## 2. Rates and Charges

These charges are in addition to all other applicable charges unless otherwise specified.

Charge Per Call

- |                      |        |
|----------------------|--------|
| • Payphone Surcharge | \$0.60 |
|----------------------|--------|

## C. Operator Services

## 1. General Description

Operator Service is available to customers for operator-assisted calls. Access to the Company's Operator can be from either tone-generating and/or rotary-dial telephone instruments and is obtained by dialing one or more of the following dialing methods, depending upon the LEC access arrangements and/or area of origination. When calling from a payphone, hotel, motel or other transient location, refer to the telephone instrument for dialing instructions.

Customers who are presubscribed to the Company as their Primary Interexchange Carrier may dial "00" to reach a Company operator, or dial "0+ the called telephone number (NPA+ NXX-XXXX)" for long distance calling assistance from equal access (FGD) areas.

The total charge for each completed operator assisted call consists of the following charge elements:

- A one-time fixed operator service charge added to the first minute of each operator service call, which will be dependent on the type of billing selected (i.e., Third Party), and/or the completion restriction selected (i.e., Person-to-Person);
- A usage charge dependent on the duration and which may be dependent on distance, and time-of-day. The usage charge element is specified as duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as full minutes; and
- Other additional surcharges as provided elsewhere in this section (e.g., Payphone Surcharge).



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## 7. Operator Services

## C. Operator Services

## 2. Definition of Terms

Automated Collect - Collect Calls that are handled on an automated basis such that they do not require intervention by an attended operator position (i.e., "live" operator) to complete (also known as 0++ Collect Calls).

0++ (Automated) - Collect and Bill to Third Party calls which are handled on an automated basis such that they do not require intervention by an attended operator position (i.e., "live" operator) to complete.

0+- (Partially Assisted) - Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect Calls placed by Users dialing 0+ (area code) + (exchange) + (line number). An attended operator position (i.e., "live" operator) is required to obtain billing information from the User.

0-- (Fully Assisted) - Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect calls placed by Users dialing 0 or 00 without also entering a valid (area code) + (exchange) + (line number). An attended operator position (i.e., "live" operator) is required to obtain the (area code) + (exchange) + (line number) as well as the billing information from the User.

Operator Assisted Calls - Calls requiring assistance for completion, usually by dialing 0+ (area code) + (exchange) + (line number); or by dialing "00", with all subsequent dialing being performed by Operator Services (0--). The following are examples of calls normally placed in this manner:

- Calling Card Calls - Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. At the caller's option and depending upon the services available at a particular location, calling card calls may entail intervention of an attended operator position (i.e., a "live" operator) or may be made on an "automated" basis. The latter are termed "Customer Dialed Calling Card Calls" for purposes of this Tariff.
- Collect Calls - Calls for which charges are billed not to the originating telephone number, but to the destination or termination telephone number.

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## 7. Operator Services

## C. Operator Services

## 2. Definition of Terms

Operator Assisted Calls (Cont'd)

- Credit Card Calls - Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, MasterCard or American Express.
- Person-to-Person Calls - Calls which are placed under the stipulation that the caller will speak only to a specific called party.
- Station-to-Station Calls - Calls for which charges are billed to the originating telephone number.
- Third Party Calls - Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Operator Services - The operators, activities, equipment or services necessary to process Operator Assisted Calls.

Operator Surcharge - A non-usage (fixed) charge, which is added to a usage charge in calculating the total tarified charges due for a completed Operator Assisted Call.

Time Increments - Rates are applied in whole unit increments of 60 seconds.

Usage Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

User - The calling party utilizing the services of the Company, and having responsibility for the payment of charges, unless that responsibility has been accepted by others, such as in the case of Collect and Bill to Third Party calls.

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7. Operator Services

C. Operator Services

3. Terms and Conditions

- a. The user is responsible for payment of the charges set forth herein, unless the responsibility for such payment has been accepted by the called party, a third party or a subscriber.
- b. The user is responsible for compliance with the applicable regulations set forth in this Tariff.
- c. The user is responsible for establishing its identity as often as necessary during the course of a call.
- d. The user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

4. Application of Rates and Charges

Charges for Collect, Calling Card, and Charge Third Party Calls will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by the Company for its intermediary with the applicable telephone company.

Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

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Interexchange Telecommunications Services

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## 7. Operator Services

## C. Operator Services

## 4. Application of Rates and Charges (Cont'd)

Billing for calls placed over the Company's network is based in part on the duration of the call. Billing is in one-minute increments, and no customer will be billed for an uncompleted call.

Timing of each call begins as described below and ends when the called party hangs up.

- Collect Calls – timing begins when the called party accepts the responsibility for payment.
- Person-to-Person Calls (other than Collect) – timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- All Other Calls - timing begins when the switch determines the call has been answered by utilizing standard industry methods generally in use for ascertaining answer, and if a call exceeds 18 seconds in duration.

## 5. Rates and Charges

The following rates will apply for calls placed within the State of South Carolina. The per minute usage rate herein applies in addition to the applicable Operator Surcharge, unless a specific operator-assisted usage rate is specified elsewhere for a particular service.

## a. Operator Surcharge

Call Type	Automated (0++)	Partially Assisted (0+/-) or Fully Assisted (0--)
Station-to-Station (including Collect or 3 <sup>rd</sup> Party Billed)	\$5.99	\$6.99
Person-to-Person (Station, Collect, or 3 <sup>rd</sup> Party Billed)	8.99	\$9.99

## b. Usage Rates

Per Minute \$0.89

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8. Promotions

The Company may, from time to time, engage in special promotional service offerings designed to attract new customers or to increase existing subscribers' awareness of a particular tariff offering. These offerings may be limited to certain dates and/or times.